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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
KOKI HOLDINGS AMERICA LTD,

Docket No.:

Plaintiff,
-against-

CIVIL ACTION
VERIFIED
COMPLAINT

MEISHAN BRIDGE her engines, boilers, etc. and
STAR ASIA INTERNATIONAL INC.,

Defendants.

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1. This is a case of contract, cargo damage and non-delivery of cargo, civil and maritime and is an admiralty and maritime claim within the meaning of the Rule 9(h). Plaintiff invokes the maritime procedures specified in Rule 9(h).

2. Plaintiff, Koki Holdings America LTD, is a legal entity organized under the law, with an office located at 1111 Broadway Avenue, Braselton, Georgia 30517.

3. Defendant Star Asia International Inc. is a legal entity organized under the law, with an office 208 Church Street, Decatur, Georgia 30080. During all times herein mentioned, defendant was the owner and/or operator of the Meishan Bridge and operated it in the common carriage of goods by water for hire between Pasir Gudang,, Malasia and Atlanta Georgia.

4. The Meishan Bridge is now or during the pendency of this action will be, within the District.

5. On or about December 11, 2018, Hikoki (Malasia) SDN BHD delivered a shipment of 40 packages Hikoki Power tools to defendant, as a common carrier at the port of Pasir Gudang in good condition, for transportation on board the Meishan Bridge in consideration

of an agreed freight and pursuant to the valid terms and conditions of a clean on board bill of lading issued by defendant and the Meishan Bridge.

6. Defendant caused said goods, still in good order and condition to be laden on board the Meishan Bridge. On or about January 15, 2019, the Meishan Bridge arrived at the port of Savannah and thereafter delivered said shipment in Atlanta in a short, slack and damaged condition.

7. Prior to January 14, 2019, plaintiff became for value the owner of said shipment and the owner and holder of a clean on-board bill of lading and brings this suit on its own behalf and that of all others interest in said shipment.

8. All conditions precedent required of plaintiff and of all others interested in said shipment have been performed.

9. By reason of the premises, plaintiff and those on whose behalf this suit is brought have sustained damages in the sum of \$170,000, as nearly as the same can now be estimated, no part of which has been paid although duly demanded.

WHEREFORE, plaintiff prays:

1. That Meishan Bridge be arrested;
2. That process issue against defendant Star Asia International, Inc. and that defendant be cited to appear and answer the allegations of the complaint;
3. That an interlocutory judgment be entered in favor of the plaintiff against the Meishan Bridge, and against defendant directing that the plaintiff recover its damages and that the Meishan Bridge, be condemned and sold and the proceeds of sale be applied to the payment to plaintiff of the sums found due it;

4. That the amount due plaintiff be computed by further proceedings before a Magistrate, pursuant to Rule 53(b) and/or by further proceedings before the Court pursuant to Rule 42(b);

5. That final judgment against defendant and the Meishan Bridge be entered in favor of the plaintiff for the amount found due plaintiff with interest and with costs; and

6. That plaintiff have such other and further relief as may be just.

Dated: Purchase, New York
April 14, 2020

MARSHALL DENNEHEY WARNER
COLEMAN & GOGGIN

By: William R. Connor, III

William R. Connor III (WC 4631)
Attorneys Plaintiff
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File #: 01322.00154

TO: Star Asia International, Inc.
208 Church Street
Decatur, Georgia 30080

ATTORNEY'S VERIFICATION

STATE OF NEW YORK)
:)
COUNTY OF WESTCHESTER)

WILLIAM R. CONNOR III, being duly sworn, deposes and says:

I am a member of the firm of Marshall Dennehey Warner Coleman & Goggin, attorneys for the Plaintiff in this action.

I have read the foregoing Verified Complaint, know the contents thereof, and the same is true to the best of my knowledge, information and belief.

The sources of my information and the grounds of my belief are documents in the possession of my firm.

Dated: Purchase, New York
April 14, 2020

William R. Connor, III

William R. Connor, III

Sworn to before me on this
14th day of April, 2020

Desiree Robinson

Notary Public
DESIREE ROBINSON
Notary Public, State of New York
No.01RO6376592
Qualified in Westchester County
Commission Expires June 18, 2022